

This instrument was prepared by:

(Name) Gail Owen

(Address) Rt. 1
Columbiana, Al. 35051

MORTGAGE

STATE OF ALABAMA

Shelby COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Freida Poe

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

L. Douglas Joseph

(hereinafter called "Mortgagee", whether one or more), in the sum

of Thirteen Thousand, Six Hundred and no/100-----
(\$ 13,600.00), evidenced by one promissory note of even date, bearing
interest as shown thereon

Dollars

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Freida Poe

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

Commence at the Southwest corner of the SW 1/4 of SW 1/4, Section 1, Township 22 South, Range 1 West and run thence North along the West line thereof a distance of 1311.80 feet; thence East along the North line of said 1/4-1/4 a distance of 1332.61 feet to the point of beginning; thence continue East in the same direction a distance of 1307.73 feet to a point on the East line of NE 1/4 of SW 1/4; thence North along the East line of said NE 1/4 of SW 1/4 a distance of 662.27 feet; thence run West and parallel with the South line thereof a distance of 1314.81 feet to the West line of said NE 1/4 of SW 1/4; thence South along said West line of NE 1/4 of SW 1/4 a distance of 673.61 feet to the point of beginning.

Subject to a 30 foot right of way for a roadway on the south side thereof.

Also the right of ingress and egress over and along the existing 60 foot right of way leading in a westerly direction to the Butter & Egg Road which has heretofore been granted as a public road.

Mining and mineral rights excepted.

This is not the homestead of the mortgagor.

No timber may be cut from subject property without prior written approval of mortgagee.

In the event timber is cut, the harvesting is to be done by Joseph Forest and Land all stumpage monies are to be applied to unpaid principal mortgage balance.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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IN WITNESS WHEREOF the undersigned

signature

15 day of December, 19 88

_____ (SEAL)

_____ (SEAL)

(SEAL)

COUNTY }

, a Notary Public in and for said County, in said state,

whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

15 day of December, 1988.

My Commission Expires April 14, 1991.

Notary Public

COUNTY

I CERTIFY THIS INSTRUMENT WAS FILED:
88 DEC 16 AM 9:30

a Notary Public in and for said county, in said State,

whose name as _____ of _____, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this

day of 1 June TAX \$, 19

1. General Tax \$ _____

2. Mltg Tax 20.40

Notary Public

3. Recording Fee SEL

4. Indexing Fee 1.00

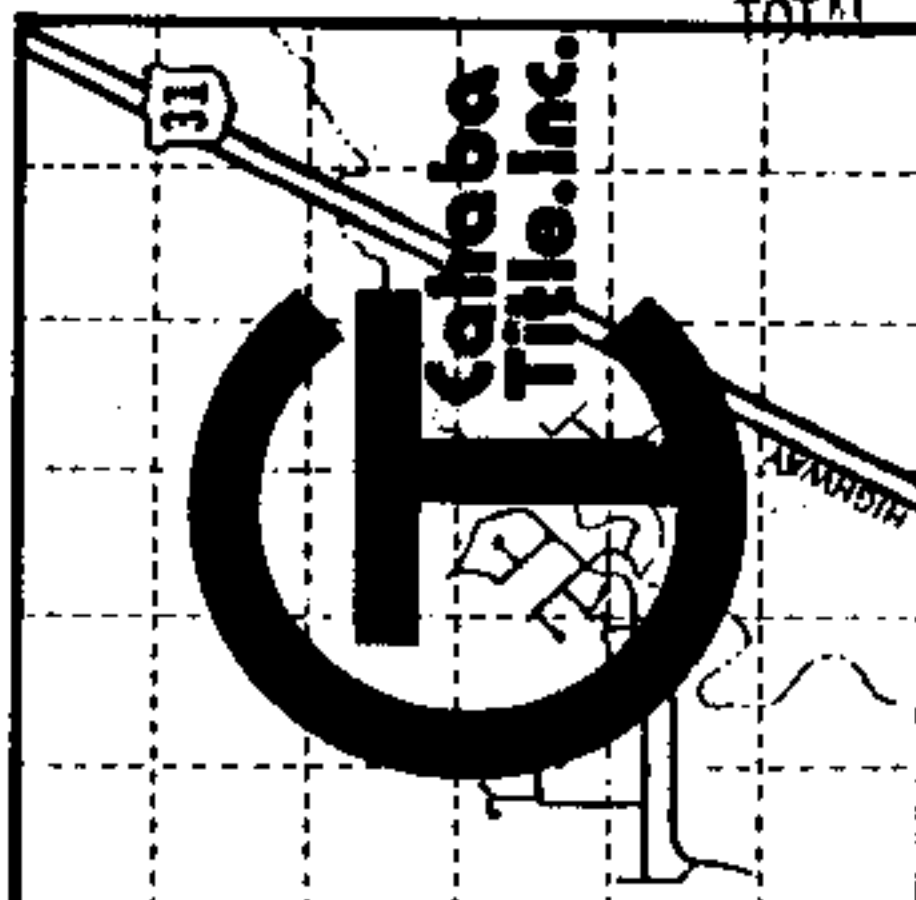
TOTAL

26.4

91

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

2068 Valleydale Road

Birmingham, Alabama 35244

Phone (205) 988-5600

LOCATED IN RIVERCHASE